

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LOUIS DREYFUS CORPORATION

Plaintiff,

07 CIV 6622 (WHP)(RLE)
ECF CASE

-against-

M/V CMA CGM CORTES, her engines,
boilers, tackle, etc., ALPHA SHIPMANAGEMENT
GMBH & CO., KG, ALPHA SHIP GMBH & CO
KG MS 'NEPTUN', COMPANIA SUD AMERICANA
DE VAPORES S.A. (C.S.A.V.)

COMPLAINT

Defendants.

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Plaintiffs through their attorney KINGSLEY, KINGSLEY & CALKINS allege
for their complaint herein:

1. This is a claim under the Court's Admiralty and Maritime jurisdiction
with respect to the carriage of goods by water, and under the Federal question
jurisdiction under the Interstate Commerce Act, and Court's diversity and
pendent jurisdiction with respect to the remaining aspects of the claim.

2. Plaintiffs are the owners or duly authorized representatives of the
owners or underwriters or subrogated underwriters of cargo shipped on board the
captioned vessel which is more particularly described in Schedule A hereto, and
for which bills of lading were issued.

3. Defendants were vessel owners, suppliers, sellers, shippers,
inspectors, managers, operators, charterers, freight forwarders, stevedores,
terminal operators, common carriers by water and by land, bailees for hire,
insurers and sureties with respect to the cargo described in Schedule A hereto

which was sold, shipped, inspected, carried, kept, discharged and delivered from the captioned vessel, inland conveyances, terminals and warehouses by defendants.

4. The cargo described in Schedule A was lost and damaged by defendants due to the fault, neglect, deviation, unseaworthiness, maritime tort, tortious interference with contract, breach of warranty, sinking, stranding, salvage expenses, general average and conversion of defendants, their agents and servants, and delivered by defendants in non-conforming and contaminated condition, mis-delivered and non-delivered.

5. The vessel is now or will be during the pendency of this action within the jurisdiction of this Honorable Court.

6. Plaintiffs' sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

7. If this claim is subject to Arbitration then plaintiffs hereby demand such Arbitration and appoint Lucienne C. Bulow of New York City as arbitrator thereof.

8. Plaintiffs' damages are in excess of \$50,000.00.

WHEREFORE, plaintiffs demand judgment in an amount exceeding \$50,000.00 plus interest and costs and pray the Court to issue its process against the aforesaid defendants and vessel.

Dated: July 20, 2007

KINGSLEY, KINGSLEY & CALKINS
Attorneys for Plaintiff

BY: __/S/_____
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SCHEDULE A

OUR REF:	GA 7923
VESSEL:	CMA CGM CORTES
PORTS:	SANTA ANA/ SANTO TOMAS/ ANTWERP
BILLS OF LADING:	GHA001847
DATED:	APRIL 5, 2007
DESCRIPTION OF CARGO:	COFFEE
AMOUNT:	\$50,000.00